

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES**

**ST. LOUIS CARDINALS, LLC**

**and**

**Case No. 14-CA-213219**

**JOE BELL, an Individual**

*Bradley A. Fink, Esq.*, for the General Counsel.  
*Robert W. Stewart and Harrison C. Kuntz, Esqs.*, (*Ogletree, Deakins, Nash, Smoak & Stewart, P.C.*) *St. Louis, Missouri*) for the Respondent.

**DECISION**

**STATEMENT OF THE CASE**

Arthur J. Amchan, Administrative Law Judge. This case was tried in St. Louis, Missouri on August 21-22, 2018. Joe Bell filed the initial charge in this matter on January 18, 2018. The General Counsel issued the complaint on April 26, 2018.

The General Counsel alleges that Respondent, the St. Louis Cardinals, violated Section 8(a)(3) and (1) of the Act by discharging paint shop employee James Maxwell on or about January 9, 2018 and refusing to recall and/or rehire paint shop employees, Thomas Maxwell, Joe Bell and Eugene Kramer since about the same date. The General Counsel also alleges that Respondent, on or about January 9 and 18, by its Director of Facility Operations, Hosei Maruyama, violated Section 8(a)(1) by telling an employee that actions have consequences which implied that he and others were not being recalled (or being discharged) due to protected activity.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

**FINDINGS OF FACT**

**I. JURISDICTION**

Respondent, a limited liability company operates the major league baseball team in St. Louis, Missouri. It annually derives gross revenue in excess of \$500,000 and purchases and receives goods valued in excess of \$50,000 directly from points outside of Missouri. Respondent

admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Painters District Council No. 58, of which the alleged discriminatees are members, is a labor organization within the meaning of Section 2(5) of the Act.

## II. ALLEGED UNFAIR LABOR PRACTICES

The Cardinals maintain a paint shop at Busch Stadium. For 34 years Billy Martin was the paint foreman at the Cardinals' ball park. By virtue of its collective bargaining agreement with the Union, the paint foreman must be a member in good standing with District Council 58. Martin was one of two full-time painters employed by the Cardinals.<sup>1</sup> Since 2010, Joseph Maxwell was the other full-time painter. Prior to 2010, Maxwell had been a seasonal painter. For periods of 6-8 weeks, both before the baseball season and afterwards the Cardinals hired somewhere in the vicinity of 6 more seasonal painters.

The Cardinals' general practice was to recall the same seasonal painters year after year, Tr. 375. Thus Thomas Maxwell had performed seasonal work for Respondent every year since 2006. Eugene Kramer had performed seasonal work every year since 2014 or 2015. Joseph Bell's first year painting for the Cardinals was 2017. Patrick Barrett had worked for the Cardinals since 2006. Mickey Burns and Mark Ochs had also worked for the Cardinals as seasonal painters for at least several years prior to 2017. If a painter was offered seasonal work by the Cardinals while employed, he or she would leave their other job to accept Respondent's offer.

On November 2, 2017, Respondent sent or gave Joseph Maxwell, Thomas Maxwell and Eugene Kramer a letter indicating that the Cardinals intended to employ them in 2018, G.C. Exhs. 10-12. On November 6, all three indicated their intention to work for the Cardinals in 2018. There is no evidence that the Cardinals were unhappy with the quality of the work performed for it by any of the discriminatees.

In the summer or fall of 2017, Martin announced his intention to retire at the end of 2017. Respondent solicited applications for the paint shop foreman position. Director of Facility Operations, Hosei Maruyama interviewed 3 painters to replace Martin: Patrick Barrett, Joe Maxwell and his brother, Thomas Maxwell. Around Thanksgiving, the Cardinals selected Patrick Barrett for the position despite the fact that Joseph Maxwell had worked for the Cardinals for a longer time and more regularly. Joseph Maxwell, Thomas Maxwell and Eugene Kramer were unhappy with this selection.

Upon hearing of the selection, Joseph Maxwell called Maruyama in November. He told Maruyama that Barrett was "not a good union guy" and did not deserve the paint foreman

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<sup>1</sup> Respondent's current foreman, Pat Barrett, disputed this. He testified that Joseph Maxwell was never full-time at the Stadium. I credit Maxwell, but think this fact would only be relevant in a compliance proceeding. It is clear that one painter besides the foreman, worked substantially more hours than others. In 2017, this painter was Joseph Maxwell. In 2018, Mark Ochs worked substantially more than other painters, except for Barrett.

position. Maxwell also said he could not work for Barrett. Maruyama testified that he reported this conversation to Barrett and Matt Gifford, the Cardinals' vice-president of operations. It is unclear exactly what he told them about the conversation. Maruyama did not testify that he told Barrett that Maxwell said he could not work for Barrett, Tr. 257. Barrett testified that Maruyama told him that Maxwell couldn't and wouldn't with him, Tr. 301-02. However, he had difficulty recalling the date of this conversation.

A few days later, Joseph Maxwell called Maruyama again to tell him that he would bite his lip and make it (working under Barrett) work. Maruyama did not testify that he reported this conversation to Barrett. Barrett testified that "sometime in January" Maruyama told him that Maxwell would bite his lip and try to make it [painting for Barrett] work, Tr. 325. Barrett's failure to pinpoint dates, makes this testimony irrelevant even if true. There is no evidence that Barrett had made offers of employment to anyone before learning that Joseph Maxwell said that he would "make it work."

Maxwell informed Maruyama that some of the painters would be filing internal union charges against Barrett. Maruyama informed Barrett that the Maxwell brothers would be filing internal union charges against him soon after Maruyama spoke with Joseph Maxwell. Maruyama told Barrett he would have the foreman's job as long as he kept his union card.

On December 4, 2017, Joseph Maxwell, Thomas Maxwell, Joe Bell and Eugene Kramer filed internal union charges against Barrett with District 58, alleging that contrary to the By-Laws of the Union, Barrett had regularly worked for non-union companies. Barrett worked on and off for non-union contractor Robert Shamel over a 10 year period, apparently with some regularity. Joseph and Thomas Maxwell had been aware of this fact for years but only filed union charges after learning that Barrett had received the paint foreman position with the Cardinals. Thomas Maxwell and Joseph Maxwell also performed work for Shamel on occasion. Eugene Kramer worked for Shamel once.<sup>2</sup>

On January 2, 2018, Pat Barrett assumed the duties of paint shop foreman. On January 3, a union trial board held a hearing on the charges filed against Barrett. Barrett and Joseph Maxwell testified in the hearing. The Union levied a \$15,000 fine against Barrett. However, it suspended \$12,000 of this amount if Barrett paid \$3,000 within 90 days. Joseph Maxwell, Thomas Maxwell, Joe Bell and Eugene Kramer appealed the Trial Board's decision contending that it was too lenient.<sup>3</sup>

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<sup>2</sup> There is no credible evidence that Joe Bell ever performed painting work for non-union companies while a member of the Union. In the fall of 2017, Barrett told Bell that if he needed side work (i.e., work for a non-union employer) Barrett had a lot of it, Tr. 133. Bell gave Barrett his telephone number, Tr. 134. Respondent did not ask Bell and Bell did not testify that he had ever performed non-union work while a member of the Union. I decline to credit Pat Barrett's self-serving testimony at Tr. 296-97 that Bell told him he had performed side work previously. I do not regard Barrett as a completely reliable witness inasmuch as his testimony as to the reasons he did not offer Bell work in 2018 is incredible. Thomas Maxwell suggested that Barrett trying to recruit Bell for non-union work motivated the 4 to file charges with the Union.

<sup>3</sup> The record does not reflect when this appeal was filed.

On January 9, Gregg Scott, the Union's Business Manager, and Director of Organizing Richard Lucks met with Cardinal representatives and informed them that the Union would not seek removal of Barrett from the paint foreman position so long as he paid the \$3,000 fine on time.

On January 9, 2018 Eugene Kramer had telephone conversations with the Cardinals Director of Facility Operations, Hosei Maruyama. Kramer complained about Barrett's temper. Maruyama told Kramer he left hiring up to Barrett and that Kramer would have to go through the Union's hiring hall if he wanted to work for the Cardinals again. In conversations with Thomas Maxwell on January 18, Maruyama said that actions have consequences, clearly implying that the 4 painters would not be called back by the Cardinals (or at least without going through the hiring hall) because they filed internal union charges against Barrett.<sup>4</sup>

On January 18, 2018, Joseph Maxwell, Thomas Maxwell, Joe Bell and Eugene Kramer filed a grievance pursuant to the Union's collective bargaining agreement with the Cardinals. At a labor-management meeting about the grievance on February 21, 2018, Pat Barrett and Matt Gifford, the Cardinals' Vice-President of Operations, represented Respondent. Respondent and the Union agreed that the Cardinals did not violate their collective bargaining agreement by promoting Barrett to paint shop foreman, Resp. Exhs. 8-10.

The Cardinals did not go through the hiring hall to obtain seasonal painters when Martin was the foreman. Martin generally recalled the same painters for seasonal work year after year. Barrett continued this practice with regard to painters who did not sign the internal union charges against him.

During the second week of January 2018, Barrett offered Mark Ochs, who worked for the Cardinals in 2017 and did not sign the union charges, work in the winter/spring of 2018. The second painter to get an employment offer from Barrett in January 2018 was Mickey Burns, who also worked for the Cardinals in 2017 and did not sign the union charges. Neither was hired via the Union's hiring hall. Barrett hired other painters who had not worked for the Cardinals in 2017 after offering employment to Ochs and Burns. Only one of these, Duane Oehman, was hired through the Union's hiring hall.

Patrick Barrett initially did not offer employment to any of four discriminatees. On February 5 and 8, after Joseph Bell filed the initial ULP charge in this proceeding, Barrett offered employment to Thomas Maxwell. Maxwell did not respond to the offer. Barrett conceded at the instant hearing that the fact that the 4 had brought internal union charges against him was a factor in his decision not to offer them employment in 2018 (or initially offer Thomas Maxwell employment).

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<sup>4</sup> I do not credit Maruyama's testimony at Tr. 264 that when he told Thomas Maxwell that, "actions have consequences," he was referring to James Maxwell telling him that he could not work for Pat Barrett. The recording of the conversation makes it clear that Maruyama and Thomas Maxwell were talking about filing the internal union charges and Thomas Maxwell's assertion that Barrett was continuing to recruit union painters for non-union work. Maruyama and Thomas Maxwell did not discuss Joseph Maxwell or his comment about working for Barrett, G.C. Exh. 9.

## ANALYSIS

*Respondent, by Hosei Maruyama, violated Section 8(a)(1) by informing Thomas Maxwell that the 4 painters were not offered employment in 2018 because they filed internal union charges against Patrick Barrett.<sup>5</sup>*

In his conversation with Thomas Maxwell on January 18, 2018, Hosei Maruyama, by telling Maxwell that “actions have consequences,” implicitly informed Maxwell that the 4 painters who signed the internal union charges against Patrick Barrett would not be offered employment in 2018. In doing so, Maruyama coerced employees in the exercise of their section 7 rights. He did so by inhibiting them in filing and pursuing their right to file additional internal union charges or, as they in fact did, appealing the decision of the union trial board. Moreover, the very act of informing an employee that he is unlikely to be hired as the result of protected conduct is itself a violation of section 8(a)(1), *CNN America, Inc.* 361 NLRB 439, 457 fn. 37, 499 (2014), enfd. in pertinent part, 865 F. 3d 740, 762 (D.C. Cir. 2017). That is particularly so where, as in this case, Respondent had not completed the hiring process for 2018.

*Respondent violated Section 8(a)(3) and (1) by not offering the 4 discriminatees employment in 2018.*

The filing of internal union charges is protected activity. It is an unfair labor practice for an employer to discriminate against an employee for filing internal union charges, *M. J. Electric*, 311 NLRB 1177, 1179, 1183, (1993); *Tracy Towing Line*, 166 NLRB 81,82 (1967).<sup>6</sup>

Respondent, through its agent, Patrick Barrett, admitted that this protected activity factored “a little bit” in its decision not to employ the 4 discriminatees in 2018, Tr. 321, 392.

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<sup>5</sup> I find it unnecessary to rule on complaint paragraph 5(A)(i) and (iii) which allege essentially the same violative conduct that I find with regard to paragraph 5(B). The General Counsel would not be entitled to any additional remedy.

<sup>6</sup> The discriminatees’ filing of union charges is not any the less protected because they were seeking to remove Pat Barrett from his foreman’s position. An analysis of whether these employees’ activities are protected depends on whether the identity and capability of the supervisor involved has a direct impact on the employees’ own job interests and on the performance of the work they are hired to do, *Senior Citizens Coordinating Council*, 330 NLRB 1100, 1103 (2000). In addition to their concerns about Barrett shortchanging the Union, Kramer and Joseph Maxwell informed Respondent via Maruyama that they would find it difficult to work under Barrett. James Maxwell, Eugene Kramer and Joseph Bell also testified or at least indicated that they were concerned, before they filed the internal union charges, that that Barrett would discharge them.

As a general matter, employees have a protected right to complain about a supervisor and even to seek the supervisor’s discharge, when the supervisor’s conduct can affect the conditions of their employment, *Calvin D. Johnson Nursing Home*, 261 NLRB 289 (1982) enfd. 753 F.2d 1078(7<sup>th</sup> Cir. 1983); *Dreis & Krump Manufacturing, Inc.*, 221 NLRB 309, 315 (1975) enfd. 544 F.2d 320 (7<sup>th</sup> Cir. 1976); *Avalon Carver Community Center*, 255 NLRB 1064 (1981).

*Bovee and Crail Construction Co.*, 224 NLRB 509 (1976), cited by Respondent is inconsistent with this line of cases. Moreover, it is distinguishable in that the discriminatees in that case were members of the Union’s executive board. By contrast, the discriminatees in this case did not hold any position with the Union.

This essentially concedes the alleged violation because the Board will not seek to quantitatively analyze the effect of the unlawful cause once it has been found. “It is enough that the employees’ protected activities are causally related to the employer action which is the basis of the complaint. Whether that ‘cause’ was the straw that broke the camel’s back or a bullet between the eyes, if it were enough to determine events, it is enough to come within the proscription of the Act.” *Wright Line*, 251 NLRB 1083, at 1089 fn. 14; accord: *Bronco Wine Co.*, 256 NLRB 53, at 54 fn. 8 (1981).

It is also otherwise clear that Respondent, by Barrett, discriminated against the 4 because they filed the union charges. First of all, Hosei Maruyama implicitly told Thomas Maxwell that the filing of the internal union charge was the reason the four discriminatees would not be working for the Cardinals in 2018. Secondly, Respondent’s alternate explanations for not recalling the 4 are pretextual.

Barrett’s explanation for not hiring Joe Bell, for example, is obviously pretextual. Barrett testified he did not offer Bell employment because Bell was already working. However, he did not know whether or not the painters to whom he offered employment were working when he offered them employment. Moreover, Barrett knew that in the past the seasonal painters had obtained releases from their employers in order to do seasonal work for Respondent. Barrett did not have any issues with the quality of Bell’s work, and was more familiar with Bell’s work than with some of the painters he hired instead of Bell, Tr. 360-61.

Hosei Maruyama also told Gene Kramer that the Cardinals had to go through the union hiring hall to obtain seasonal painters, Tr. 261. However, only one of the 5 or 6 seasonal painters hired in 2018 came from the Union’s out of work list, Exh. R-11. Barrett’s February 5 and 8 offers of employment to Thomas Maxwell do not detract from the evidence that Respondent discriminated against Thomas Maxwell by not offering him employment earlier. Barrett made this offer after the ULP charges were filed in this case. I infer that was his motivation in extending the offer to Thomas Maxwell. He had no other reason not to recall Thomas Maxwell when he recalled Ochs and Burns.

Respondent’s principal defense is that the complaint should be dismissed because the discriminatees engaged in the protected conduct in bad faith. 3 of the discriminatees had violated the Union’s rules against working for non-union contractors themselves and had been aware of Barrett’s non-union work for years prior to 2017. However, Respondent has cited no cases that support this defense. Board law is in fact to the contrary, *Ohio Valley Graphic Arts, Inc.*, 234 NLRB 493 (1978). Moreover, there is no credible evidence that Joe Bell had violated the Union’s by-laws or acted in bad faith.

Finally, Respondent contends that the complaint should be dismissed because the discriminatees violated Section 8(b)(1) (B) in coercing Respondent in its selection of its representative to adjust grievances and 8(b)(4)(B) requiring it to cease doing business with Pat Barrett. Section 8(b) applies to labor organizations and their agents. The Board has never held that rank and file union members can violate Section 8(b). The discriminatees are not a labor organization and are not agents of the Union, See, e.g., *Tenn-Tom Constructors*, 279 NLRB 465

(1986); *Corner Furniture Discount Center*, 339 NLRB 1122 (2003).<sup>7</sup> Moreover, when the discriminatees filed the internal union charges they had no way of knowing that Barrett would represent Respondent in adjusting grievances. Prior to January 2018, the Union had never filed a grievance against the Cardinals. Indeed, when they filed their charges on December 4, Barrett had not been designated as Respondent's representative to adjust grievances.<sup>8</sup>

Finally, Respondent's argument is inconsistent with the Board's decision in *Elevator Constructors (Otis Elevator Co.)* 349 NLRB 583 (2007). The discriminatees did not pursue internal union charges against Barrett for engaging in contract interpretation or grievance adjustment. They filed and pursued these charges because Barrett regularly performed non-union work and recruited others to perform non-work. Thus, even if the discriminatees were subject to Section 8(b), they would not have violated that portion of the Act.

## CONCLUSIONS OF LAW

Respondent violated Section 8(a)(3) and (1) in discharging or failing to recall Joseph Maxwell to work in 2018 and in failing to recall Eugene Kramer and Joe Bell. Respondent also violated Section 8(a)(3) and (1) in not recalling Thomas Maxwell in a timely manner.

Respondent, on or about January 18, by its Director of Facility Operations, Hosei Maruyama, violated Section 8(a)(1) by telling Thomas Maxwell that actions have consequences which implied that he and others were not being recalled (or being discharged) due to protected activity.

## REMEDY

The Respondent, having discriminatorily discharged Joseph Maxwell, must offer him reinstatement and make him whole for any loss of earnings and other benefits. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the

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<sup>7</sup> Respondent's reliance on *Preferred Building Services*, 366 NLRB No. 159 (August 28, 2018) and *Consolidated Communications*, 367 NLRB No. 7 (October 2, 2018) is misplaced. First of all, the employees in those cases, unlike the employees in this case, were discharged for conduct that was unprotected. Also, in neither of those cases did the Board conclude that rank and file employees were agents of the Union. Moreover, the facts of *Preferred Building Services*, unlike this one, show substantial involvement of union officials in the conduct for which the employees were discharged. *Consolidated Communications* is not even a Section 8(b) case. The employee in that case was discharged for unprotected conduct which was only tangentially related, if at all, to union activity (endangering company officials on a public highway).

<sup>8</sup> Section 3 of Respondent's collective bargaining agreement, G.C. Exh. 2, p. 6, states that when a grievance is timely filed "the Employer's Representative or Foreman" and the District Council shall meet jointly within 5 days to resolve the grievance. At the time the discriminatees filed their charges with the Union and on January 3, 2018, when the Union trial board met, they had no way of knowing that Respondent would designate Barrett, as opposed to some other representative, to meet with the District Council to resolve a grievance. That Respondent would designate Barrett as a representative for processing grievances was not clear until February 21, 2018. Even then, it is not clear what was the scope of his authority in that he was accompanied by Matt Gifford, Respondent's Vice-President of Operations.

rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). Respondent shall compensate him for his search-for-work and interim employment expenses regardless of whether those expenses exceed his interim earnings, computed as described above.

The Respondent, having discriminatorily failed to timely recall Joe Bell and Eugene Kramer, must offer them reinstatement and make them and Thomas Maxwell whole for any loss of earnings and other benefits. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). Respondent shall compensate them for their search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings, computed as described above.

Respondent shall file a report with the Regional Director for Region 14 allocating backpay to the appropriate calendar quarters. Respondent shall also compensate the 4 discriminatees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year, *AdvoServ of New Jersey*, 363 NLRB No. 143 (2016).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>9</sup>

### ORDER

The Respondent, the St. Louis Cardinals, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

- (a) Discharging, failing to recall, or otherwise discriminating against any employee for engaging in protected activity.
- (b) Impliedly informing employees that they are not being retained or recalled because they engaged in protected activity.
- (c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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<sup>9</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.



2. Take the following affirmative action necessary to effectuate the policies of the Act.

- 5 (a) Within 14 days from the date of the Board's Order, offer Joseph Maxwell, Joe Bell and Eugene Kramer full reinstatement to their former jobs or, if those jobs no longer exist, to a substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.
- 10 (b) Make Joseph Maxwell, Thomas Maxwell, Joe Bell and Eugene Kramer whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the decision.
- 15 (c) Compensate Joseph Maxwell, Thomas Maxwell, Joe Bell and Eugene Kramer for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 14, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.
- 20 (d) Compensate Joseph Maxwell, Thomas Maxwell, Joe Bell and Eugene Kramer for their search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings.
- 25 (e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- 30 (f) Within 14 days after service by the Region, post at its St. Louis facility copies of the attached notice marked "Appendix".<sup>10</sup> Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone
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<sup>10</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since January 18, 2018.

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- (g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

10 Dated, Washington, D.C. October 17, 2018

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Arthur J. Amchan  
Administrative Law Judge

**APPENDIX**

**NOTICE TO EMPLOYEES**

**Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

**FEDERAL LAW GIVES YOU THE RIGHT TO**

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities.

WE WILL NOT discharge, fail to recall, or otherwise discriminate against any of you for engaging in protected concerted activity.

WE WILL NOT inform you implicitly that you are not being offered work due to your protected activity.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of this Order, offer Joseph Maxwell, Joe Bell and Eugene Kramer full reinstatement to their former jobs or, if those jobs no longer exist, to a substantially equivalent position, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Joseph Maxwell, Thomas Maxwell, Joe Bell and Eugene Kramer whole for any loss of earnings and other benefits resulting from their discharge or failure to be recalled or timely recalled, less any net interim earnings, plus interest compounded daily.

WE WILL compensate Joseph Maxwell, Thomas Maxwell, Joe Bell and Eugene Kramer for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file a report with the Regional Director for Region 14 allocating the backpay award to the appropriate calendar quarters.

WE WILL compensate Joseph Maxwell, Thomas Maxwell, Joe Bell and Eugene Kramer for their search-for-work and interim employment expenses regardless of whether those expenses exceed his interim earnings.

**ST. LOUIS CARDINALS, LLC**

(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

1222 Spruce Street, Room 8.302, Saint Louis, MO 63103-2829  
(314) 539-7770, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at [www.nlr.gov/case/or](http://www.nlr.gov/case/or) by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (314) 539-7780.